

Agenda Item Form

Agenda Date: 09/14/04

Districts Affected: N/A

Dept. Head/Contact Information: Police Department, Interim Deputy Chief, Paul Cross, (915) 564-7039

Type of Agenda Item:

- | | | |
|--|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal services</u> | | |

Funding Source:

- ☐ General Fund
☒ Grant (duration of funds: 12 Months)
☐ Other Source: _____

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

To fill the position of VSRT Case Manager at the Westside Regional Command Center for the Other Victims Assistance Grant (OVAG). This is a grant funded position which is funded through August 31, 2005.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A. This is a grant funded position and is already budgeted through August 31, 2005.

Statutory or Citizen Concerns:

None anticipated.

Departmental Concerns:

None anticipated.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **NORMA P. BECERRA**, to assist the Police Department as a Victim Services Response Team Case Manager, at an hourly rate of \$12.50, for 40 hours per week. The term of the contract shall be for the period of September 15, 2004 through August 31, 2005.

APPROVED this 14th day of September, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **NORMA P. BECERRA**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Police Department, desires to employ the Employee as a Victim Services Response Team Case Manager; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Police Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about September 15, 2004 and be completed by August 31, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at an hourly rate of Twelve and 50/100 Dollars (\$12.50). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide fringe benefits outlined in Attachment "B". Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Police Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the City Manager on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
Police Department
Attn: Chief
911 N. Raynor
El Paso, Texas 79903

EMPLOYEE: Norma P. Becerra

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 14th day of September, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Norma P. Becerra
SSN:

(Signatures continued on page 5)

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Richard Wiles
Chief of Police

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 9/9/04

ATTACHMENT "A"

SCOPE OF DUTIES

VSRT CASE MANAGER

Working variable shifts as a mobile unit to augment the volunteers of the Victim Services Response Team. Duties include:

- Responding to crime scene and other critical incident sites
- Providing crisis intervention and stabilization to victims
- Assisting victims with Texas Crime Victims' Compensation application
- Assessing client needs and providing appropriate referrals
- Recording statistics for use in compiling program progress reports
- Assisting with shift meeting presentations to EPPD officers
- Being on call out status to augment volunteer force
- Make on scene calls to assist victims of domestic violence
- Plan and schedule victim information sessions

Norma P. Becerra

OBJECTIVE

To obtain a responsible and challenging position where my education and my work experience may have a valuable application in helping and assisting victims of crime.

VOLUNTEER – WORK EXPERIENCE

Victim Services and Elderly and Domestic Abuse Prevention Unit Assistant, (September 2003 – Present)

Respond to crime scenes and other critical incident sites on a call-out basis. Provide direct crises intervention and stabilization to victims, of crime, assist victims with Texas Crime Victims' Compensation application, assess client needs and provide appropriate referrals to local agencies, 24 hour on call status. Assigning of cases to all case managers, supplementing of cases, follow-up calls to victims, follow-up correspondence to victims, follow-up visits, VSRT ride-outs. To review and screen cases that come through the RMS system, and to provide assistance to victims of crime on a walk-in basis, promote public awareness of victims' rights and benefits and domestic violence information through community presentations, health fairs, and media.

Victim Services Response Team Coordinator Assistant, (November 2003 – Present)

Assist with the recruiting, selection and processing of new volunteers for the VSRT Unit. Assist with the planning of classes for the training of VSRT members. Maintain and compile volunteer statistics on ride-outs. Assisting with the schedule of the volunteer ride-outs and volunteers on call.

El Paso Police Department Volunteer Program, (January 2003)

Administrative Assistant to Volunteer Coordinator by presenting weekly reports on warrants projects, maintaining and processing records, handling cash for projects and banquets, interviewing of applicants (volunteers) and background screening, answering phones and performing other clerical tasks.

Elderly Care/ Assistant to Nurses' Aid, (January 1994 to Present)

To provide assistance with daily housework, paying bills, grocery shopping, cooking, driving the client to appointments, and filling out the Texas Department of Human Services applications, and to provide accompaniment to clients.

EDUCATION

High School Diploma, Bowie High School, El Paso, TX (May 1994)

Associate of Applied Science in Criminal Justice, El Paso Community College,
El Paso, TX (May 2004)

CERTIFICATIONS

V.S.R.T. Training – 80 hours

Domestic violence

Death notification

S.T.A.R.S. – Sexual Assault & Rape training

Child Crisis Center

Texas Crime Victims' Compensation

Police Radio & Codes Training

APS – Social Work Ethics Conference

Identify ethical dilemmas in case studies

Providing intervention in families

Code of Ethics

Elder Law Ethics

Bilingual in Spanish and English

REFERENCES

Available upon request